

2nd Judicial District Juvenile Justice SUD District Plan

1. PREAMBLE and DECLARATIONS:

Effective July 1, 2011, the five (5) counties of the 2nd Judicial District are forming a working partnership to implement and monitor the new Substance Use Delivery (SUD) system being created by the Idaho Department of Juvenile Corrections (IDJC).

Recognizing the many challenges that exist with the implementation of a new program, it is our intent to implement a cost effective, district wide, substance abuse system to reduce dependencies and criminal behaviors, and reach as many juvenile justice offenders as possible.

The Chief Probation Officers (CPO's) from each county agree to be co-project managers for this program, and will make decisions based on consensus, unless specific to their own county, and in accordance with the budget and parameters set forth by IDJC.

2. 2nd Judicial District Plan

- a. IDJC has tentatively authorized \$180,076 for the 2nd Judicial District, for substance abuse treatment related to juvenile justice specific adolescents. This money has been authorized to cover the necessary (and related) costs associated with the various outpatient treatment modalities, up to, and including, residential care.
- b. The following financial breakdown (by county) has been formulated by IDJC:

i. Clearwater Co:	\$13,724	7.6%
ii. Idaho Co:	\$30,160	16.8%
iii. Latah Co:	\$54,476	30.3%
iv. Lewis Co:	\$ 6,968	4.0%
v. Nez Perce Co:	\$74,748	41.5%
- c. The utilization of these monies will be handled in accordance with the established IDJC protocols, the Idaho Department of Health and Welfare (IDHW) standards, and any and all other related rules, statutes, or guidelines that are necessary.
 - i. For purposes of our district plan, the fiscal allocations will largely remain intact for each county, with the following proposed breakdown:
 1. Residential Care: The district estimated that up to 4 total youth per year may attend a residential treatment program

(28-45 days). Because the unit cost is extremely expensive, the district will not compensate over the state approved rate (currently \$189 per day).

- a. In determining an initial amount to set aside for this level of care, it is estimated (high) that \$34,020 should be reserved for residential care.
- b. Not knowing “if” more kids may need this level of care, the following proposed amounts should be applied (and reserved) for handling this level of care [The formula used is based on the percentage of the district allotment by DJC]:

i. Clearwater Co:	\$ 2,585
ii. Idaho Co:	\$ 5,715
iii. Latah Co:	\$10,308
iv. Lewis Co:	\$ 1,360
v. Nez Perce Co:	\$14,118

- d. In terms of treatment, there exists a diverse set of circumstances for this cooperative to effectuate holistic treatment in the judicial district. Recognizing, and appreciating the diversity of circumstances for each stakeholder county, the following general guideline exists for the delivery of said treatment:

- i. **Preferred Providers:** Each county was asked to provide a primary provider who is currently within the Business Psychology Associates (BPA) network, as well as alternatives if deemed necessary. The following declarations have been made, with an understanding that variances and changes to this initial district plan will likely be made:

1. Clearwater Co: Change Point
2. Idaho Co: Valley View Counseling
3. Latah Co: Weeks and Vietri; Alliance Family Services
4. Lewis Co: Valley View Recovery; Change Point
5. Nez Perce Co: Nez Perce County Court Services

- ii. **Location/Offices:** Because of the rural/frontier nature of the judicial district, locations for any client meetings (face-to-face or groups) will likely be handled in the home offices of said providers.

1. A caveat exists that will likely be addressed within the first year of the new system, and that is “remote” office/treatment locations. As those locations are identified, a formal submission of the address(es) will be submitted to DHW and DJC for consideration and/or approval.

- iii. **Prevention:** Any prevention related activities will be funded by the individual counties (e.g. use of Lottery Tax; general funds, et cetera).
- iv. **Outpatient Treatment/Intensive Outpatient Treatment (OP/IOP):** In accordance with the established guidelines, OP and IOP treatment will be offered to those clients who meet that level of care; OR, customized plans of treatment may be offered in the remote areas of the district to maximize the funds—yet accommodate issues pertaining to transportation, extreme weather conditions, et cetera.
 - 1. Any utilization of OP or IOP will closely match the attached pricing matrix (provided by DJC from BPA), with the following exception:
 - a. Should a county, or multi-county consortium be developed to contractually deliver these services, variances to the matrix may be necessary to fully allow treatment to exist in remote, previously underserved, areas of the district.
- v. **Intermediate Residential Care:** This term is under development, yet may serve as a possible level of care (in the district continuum of care) and will be located at the Region II Juvenile Detention Center in Lewiston, Idaho. The anticipated length of stay would be between 30 and 45 days, and follow an IOP treatment model within the confines of a juvenile corrections setting.
- vi. **Residential Care:** In researching the availability to this level of care, the following residential providers have been identified as possible placement sites:
 - 1. Anchor House—Coeur d' Alene, Idaho
 - 2. Daybreak—Spokane, Washington

Any utilization of these services will be accounted for by the attached pricing matrix (provided by DJC from BPA)—See Attachment #1.

- e. **Treatment:** Many components exist for the delivery of treatment. Where and when possible, the following areas will be followed:
 - i. **Intake:**
 - 1. Identify potential clients/initial screening:
 - a. Each county probation department will administer the GAIN SS or GAIN Q to identify those juveniles

needing further assessment and/or treatment, as well as the YLS/CMI to determine “risk”;

- b. As previously stated, should prevention intervention be deemed necessary, the county will exclusively bear those related costs;
- c. If further assessment/treatment is identified, the Probation Officer (PO) will complete a packet for submission to each CPO to determine eligibility for funding. The packet will consist of the following materials:
 - i. District 2 Juvenile Justice SUD Referral Form;
 - ii. BPA-Client Intake Form;
 - iii. BPA-Financial Eligibility Form;
 - iv. BPA-Release of Information Form;
 - v. BPA-GRPA Consent Form;
 - vi. GAIN SS/Q and YLS/CMI materials

2. Initial Assessment: Because of the remote nature of the 2nd Judicial District, if the CPO determines that the agency/person performing the assessment can also provide the treatment, then an exception to 16.06.08.200.01.d can be made.

- a. Assessments will follow this general format:
 - i. The Qualified Provider (QP) will receive the packet (previously described) and set up a time/place for administering the GAIN I;
 - ii. The assessment will be mutually arranged, and may include remote locations to accommodate transportation issues that exist within the district;
 - iii. Upon receipt of the recommendation from the provider, the CPO will determine the type of referral, approve the voucher, and allow the referral to the source to commence.
 - 1. Copies of these materials will be sent to BPA and DJC;
 - iv. The GAIN I must be completed within 14 days of the referral packet;

- v. The assessment will be returned to the CPO who will then disseminate to the assigned Probation Officer.

3. Determination of Level of Service/Need:

- a. The CPO (or designee) will work with the Probation Officer and provider to determine the units of service and any special plans to be considered:
 - i. Extra areas that must be explored include, but are not limited to: Insurance(s); Medicaid eligibility; ATR Re-Entry; CIP/MH monies through IDJC; Specialty Courts, et cetera.

4. Service Plan Development/Approval/Authorization:

- a. Upon receipt of all the materials, the CPO will work with the probation officer, provider, and client (and any family members) to approve the voucher, and complete any additional paperwork that may be necessary.

5. Service Delivery:

- a. It is the intent of the 2nd Judicial District to only use BPA approved providers; however, there exists a possibility of contractual work to be performed in the remotest areas of the district, and limited research has been performed regarding the capacity to use BPA approved providers in this venue;
- b. It is also the intent that whenever possible, inclusion of the family into the treatment of the adolescent will be encouraged.
 - i. Through the use of IC20-522, each Probation Department will examine the compulsion of family involvement on a case-by-case basis.
- c. Should the development of an Intermediate Residential Care program come to fruition, the use of the Clinician Project provider will be available for any co-occurring issues that may present themselves.
- d. It is the expectation that the approved providers will regularly staff the cases with the respective probation personnel (at least monthly), and documentation of

missed appointments, general updates and/or concerns will be recorded and reviewed by the CPO.

6. Payment Authorization:

- a. The approved provider will submit regular documentation of their service delivery to the CPO. Upon review of the materials, the CPO will seek reimbursement for said services through the protocols and procedures established by IDJC;
- b. Once units of treatment have been authorized, any work performed outside the authorization is non-reimbursable through this project;
- c. Upon mutual agreement between the provider, probation personnel and CPO, extensions of treatment may be granted on a case-by-case basis;
- d. The CPO reserves the right to refuse, deny, or suspend any approved treatment at any time, and for any reason.

7. Performance Measures:

- a. Each CPO will establish a tracking system to enable accurate and timely reporting of data to IDJC, as well as within the district;
- b. The performance measures include, but are not limited to:
 - i. Treatment status of each juvenile served during the reporting period, to include:
 1. Start date;
 2. Level(s) of service;
 3. Number of approved service units;
 4. Number of days in treatment and the number of service units provided;
 5. Successful/Unsuccessful completion of services paid by the project.
 - ii. Treatment outcomes should demonstrate whether the juvenile is exhibiting the desire to change (evidenced by days without use or number of clean urinalysis tests, et cetera).

- iii. The supervision status of the juvenile should be included (level of probation, commitment to DJC, et cetera).
- iv. Any new offense that has been committed (juvenile arrest or new petition), as well as any new probation violations directly related to treatment.
- v. The risk level (YLS/CMI) shall be administered pre-treatment, and post-treatment, and recorded and included in the report.
- vi. Any TEDS, NOMS, or other data that is provided/required by BPA or IDJC.

f. Allocation of Resources

- i. The district agrees that allowing each individual county the opportunity to fully spend their designated allocation is optimal. However, there may be instances when the monies cannot be spent, thus the following was agreed upon:
 - 1. The district will be reviewing the fiscal data on a set schedule in order to best track the utilization of the funds. Should it become apparent that a county is underutilizing their funds and will be unable to spend their amount within the year, then by consensus vote, the monies can be reallocated to other counties within the district to serve their needs.
 - 2. Further, should it become apparent that the district as a whole has underutilized their spending, then by consensus vote, a portion [or all] of the monies can be returned to IDJC for redistribution within the state.

g. Communication

- i. It was discussed, and agreed upon, that communication amongst the stakeholder counties is critical for serving the needs outlined in this document. As such, the following communication plan has been agreed upon, and is subject to review by any one entity:
 - 1. The counties agree to meet face-to-face every other month [initially] to review the budget and programmatic development;

2. The counties agree to also have every other month telephonic conference calls to review the budget and programmatic development [as needed];
3. The counties agree that after the initial startup, that quarterly meeting's to track and manage resources will likely be the expectation.
4. It would be the intent that quarterly communication with the local judges and boards of county commissioners will take place within each county.

By the signatures below, I/we agree to work cooperatively and collaboratively to ensure that treatment for substance abuse addictions are handled in a fair and impartial way to all juvenile justice related adolescents in the 2nd Judicial District. Should disagreements arise, or substantive changes to the District Plan, a majority vote will be needed to resolve the issue.

This agreement commences on July 1, 2011, and will continue until further notice from the Idaho Department of Juvenile Corrections.

Clearwater County Chief PO

Idaho County Chief PO

Lewis County Chief PO

Latah County Chief PO

Nez Perce County Chief PO